

R13-123

**SHARED SERVICES AGREEMENT BY AND BETWEEN
THE CAMDEN COUNTY IMPROVEMENT AUTHORITY
AND THE BOROUGH OF MERCHANTVILLE FOR THE
FOR THE IMPLEMENTATION OF THE ESIP PROGRAM**

THIS DOCUMENT constitutes an agreement made by and between the Camden County Improvement Authority, a body politic and corporate of the State of New Jersey, having its principal place of business at 1909 Route 70 East, Suite 300, Cherry Hill, New Jersey 08003 (the “Authority”), the Merchantville Board of Education, a school board organized under Title 18A of the State of New Jersey, having its principal place of business at 130 South Centre Street, Merchantville, NJ 08109, (“MBOE”) and Borough of Merchantville, a body politic and corporate of the State of New Jersey, having its principal place of business at 1 West Maple Avenue, Merchantville, NJ 08109, (“Merchantville”). The date of execution of this agreement is the _____ day of _____, 2013.

WITNESSETH:

WHEREAS, the Authority performs Project Management/Owner Representative Services (“Services”) for Projects involving the County of Camden and its affiliated agencies to maximize economies and efficiencies in the operations of County government; and

WHEREAS, Merchantville and/or MBOE are presently undertaking various Energy Improvement Savings Projects (“ESIP” or “Project”) associated with the implantation of the aspects of their capital improvement program; and

WHEREAS, Authority has the expertise and capability to provide these Services to Merchantville and/or MBOE for the implementation of the ESIP; and

WHEREAS, N.J.S.A. 40A:65-1, *et seq* (“Uniform Shared Services and Consolidation Act”) permits two or more local units to enter into contracts for any service which any party to the agreement is empowered to render within its jurisdiction: and

WHEREAS, the Authority, Merchantville and the MBOE agree that their mutual public purposes and their best interest will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by N.J.S.A. 40A:65-1, *et seq.*,

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed by and between the parties as follows:

1. **PURPOSE AND SCOPE**

The purpose of the Agreement is for the Authority to provide Services to Merchantville and/or MBOE for the implementation of the ESIP Program as outlined in Exhibit “A” attached hereto and incorporated by reference herein.

2. **DUTIES AND RESPONSIBILITIES**

Duties and responsibilities of the Authority for the Project will be provided as set forth on Exhibit “A” and future “Task Order(s)” documents to be presented to Merchantville by the Authority. The Task Order documents will provide a detailed scope of the work to be performed and the costs associated for these services. No work shall take place without having a Task Order executed by both parties

A. Reporting

The Authority will work directly with the respective Merchantville and/or MBOE Staff in providing this service and provide periodic progress reports as the Project progresses at the request of Merchantville and/or MBOE.

B. Facilities

Merchantville and/or MBOE shall provide use of its facilities to the Authority as may be required to perform these services for the Project.

C. Clerical Support

Merchantville and/or MBOE shall provide any clerical and administrative support requested by the Authority for the Project as may be necessary.

3. FUNDING

All fees will be negotiated by Merchantville and/or MBOE and the Authority on a “Task Order” bases. These Tasks Orders will be provided by the Authority to Merchantville and/or MBOE and will be in accordance with Exhibit “A”

4. CONFLICT OF INTEREST

The Authority agrees that in performing the services in connection with this Agreement it will comply with all appropriate standards of conduct for maintaining the integrity of the Project and will avoid any real conflict of interest or any appearance of a conflict of interest in its administration.

5. TERM AND TERMINATION

The term of this Agreement shall be for the period of five (5) years with the

option to renew for another five (5) years.

6. **NOTICES**

All notices hereunder shall be in writing and mailed postage prepaid, certified mail, return receipt requested to the parties at the addresses listed herein above.

7. **MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions shall apply to this Agreement:

a. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey law and shall therefore be interpreted under the laws of the State of New Jersey.

b. Waiver

Failure to enforce any of the provisions of this Agreement by any of the parties shall not be construed as a waiver of the provisions.

c. Amendment for Modification

This Agreement may not be modified, altered, or amended in any manner, except in writing, signed by the parties hereto.

d. Heading

This section and any other headings contained in this Agreement are for reference purposes only and shall not affect meaning or interpretation of this agreement.

e. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

f. Entire Agreement

This Agreement shall consist of the entire agreement of the parties and it is acknowledged that there is no side or oral agreements relating to the understandings set forth herein.

g. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without prior written consent from the County.

h. Affirmative Action

The parties hereby agree to incorporate the affirmative action language attached hereto.

i. Americans with Disabilities

The parties hereby agree to incorporate the Americans with Disabilities Act language attached hereto.

j. Audit

The Authority shall permit Merchantville and/or its independent auditors to have access, at a reasonable time and place, to the records and financial statements necessary to comply with the following audit requirements as applicable:

Type of Contractors

Non-Profits and Institutions
of Higher Education

Audit Requirements

State Funds –
N.J.O.M.B. Circular
Letter 98-07

	Federal Funds - OMB Circular A-133 (Revised)
State and Local Governments	State Funds - N.J.O.M.B. Circular Letter 98-07
	Federal Funds - OMB Circular A-133 (Revised)
For Profits	County's requirement of access as detailed above.

Copies of the above-referenced circulars are available upon request from the Authority's Chief Financial Officer.

k. Funding

Pursuant to N.J.S.A. 40A:1 1-15, this Agreement is subject to the availability and appropriation of sufficient funds each year in which it is in effect.

l. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

m. Binding Agreement

This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

SIGNATURE PAGE ATTACHED HERETO

IN WITNESS WHEREOF, the appropriate officials of the Borough of Merchantville have placed their signatures and appropriate seals on this _____ day of _____, 2013.

THE BOROUGH OF MERCHANTVILLE

BY: _____
FRANK M. NORTH, MAYOR

ATTEST:

DENISE BROUSE, BOROUGH CLERK

I, **DENISE BROUSE**, Borough Clerk for the Borough of Merchantville, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Borough of Merchantville, at a meeting of said Borough of Merchantville on _____, 2013 and that said Shared Services Agreement was adopted by Resolution which passed by a majority vote of the Borough Council of the Borough of Merchantville.

DENISE BROUSE, BOROUGH CLERK

IN WITNESS WHEREOF, the appropriate officials of the Merchantville Board of Education have placed their signatures and appropriate seals on this ____ day of _____, 2013.

MERCHANTVILLE BOARD OF EDUCATION

BY:_____
BOARD PRESIDENT

ATTEST:

BOARD SECRETARY

I, _____, Board Secretary for the Merchantville Board of Education, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Merchantville Board of Education, at a meeting of said Merchantville Board of Education on _____, 2013 and that said Shared

Services Agreement was adopted by Resolution which passed by a majority vote of the members of the Merchantville Board of Education.

BOARD SECRETARY

IN WITNESS WHEREOF, the appropriate officials of the Camden County Improvement Authority have placed their signatures and appropriate seals on this ____ day of _____, 2013.

CAMDEN COUNTY IMPROVEMENT AUTHORITY

BY: _____
JAMES BLANDA, EXECUTIVE DIRECTOR

ATTEST:

AUTHORITY SECRETARY

I, _____, Secretary for the Camden County Improvement Authority, do hereby certify the foregoing to be a true and correct copy of the Shared Services Agreement adopted by Resolution of the Camden County Improvement Authority, at a meeting of said Camden County Improvement Authority on _____, 2013 and that said Shared

Services Agreement was adopted by Resolution which passed by a majority vote of the members of the Camden County Improvement Authority.

AUTHORITY SECRETARY

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT Mandatory Language

Equal Opportunity for Individuals with Disabilities.

The Contractor and the County do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any

and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the Contractor agrees to abide by any decision of the County, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the County or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this agreement or otherwise at law.